

City Clerk File No. Ord. 15.122
Agenda No. 3.A 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.122

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 13, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 102 YORK STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, by the adoption of Ordinance 14-027 on March 12, 2014, applicants must apply for five-year tax abatements before construction commences; and

WHEREAS, New York Street, LLC [Entity], is the owner of Property designated as Block 14301, Lot 13, on the City's Tax Map and more commonly known by the street address of 102 York Street, Jersey City, New Jersey; and

WHEREAS, the Entity commenced construction on March 1, 2013, prior to March 12, 2014; and

WHEREAS, the Entity has completed construction a new eight (8) story building to contain approximately three hundred and thirty two (332) square feet of ground-floor commercial space on August 12, 2015; and

WHEREAS, on January 12, 2015, the Entity filed an application for a five (5) year tax exemption to construct this Project, a copy of which application is attached hereto; and

WHEREAS, New York Street, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$8,036) a tax payment for the new improvements on the property, as follows:

- (a) 2015: the tax year in which the structure will be completed. \$0 taxes due on improvements;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 13, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 102 YORK STREET

- (b) 2016: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$10,033;
- (c) 2017: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$20,466;
- (d) 2018: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$31,314; and
- (e) 2019: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$42,587;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$8,929 for land and \$54,297 for improvements, for a total of \$63,228 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$63,228; and

WHEREAS, New York Street, LLC, has agreed to pay the sum of \$12,498 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a new eight (8) story mixed-use market rate residential rental building with eight (8) residential units and one ground floor commercial unit containing approximately three hundred and thirty two (332) square feet of commercial space, is permitted for a period of five (5) years.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new eight (8) story building to contain approximately one approximately three hundred and thirty two (332) square feet of ground-floor commercial space; and located in Block 14301, Lot 13, and more commonly known by the street address of 102 York Street, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 13, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 102 YORK STREET

- (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
- (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$10,033;
- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$20,466;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$31,314; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$42,587.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1.50 x 332 square feet of commercial retail space and \$1,500 a unit for 8 residential units, for a total of \$12,498, due upon execution of the Financial Agreement.

3. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses during the term of the tax abatement.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 13, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 102 YORK STREET

4. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
5. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH
9/1/15

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

TIER ONE (5 YEAR)
9/1/15
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2015, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **NEW YORK STREET, LLC** [Applicant/Owner], whose principal place of business is 419 Fifth Street, Hoboken, NJ 07030.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 102 York Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 14301, Lot 13 on the Tax Assessor's Map, more commonly known by the street address of 102 York Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about January 12, 2015, the Applicant applied for a five year tax exemption to construct a new eight (8) story mixed-use market rate residential rental building to contain approximately eight (8) residential units and approximately three hundred thirty-two (332) square feet of commercial space on the ground floor on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new eight (8)

story mixed-use market rate residential rental building to contain approximately eight (8) residential units and approximately three hundred thirty-two (332) square feet of commercial space on the ground floor on the Property [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$10,033;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$20,466;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$31,314; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$42,587.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of \$5,100 to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$12,498 or \$1,500 per unit and \$1.50 per square foot of commercial space as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

New York Street, LLC
419 Fifth Street
Hoboken, NJ 07030

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

NEW YORK STREET, LLC

ATTEST:

CITY OF JERSEY CITY

BY: _____
Robert J. Kakoleski
Acting Business Administrator

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ___ day of ___, 201___, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **NEW YORK STREET, LLC** [Recipient], having its principal office at 419 Fifth Street, Hoboken, NJ 07030.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each

trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:
 - i) whether subcontractors will be used in the hiring process.
 - ii) the specific types of jobs that need to be filled.
 - iii) the qualifications needed for these particular jobs.
 - iv) possible training programs offered by the permanent employer.
 - v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.
- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from

the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as

the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

New York Street, LLC
419 Fifth Street
Hoboken, NJ 07030
Att:

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

NEW YORK STREET, LLC

Secretary

President

City Clerk File No. Ord. 15.123

Agenda No. 3. B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.123

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING BROOKS PLACE FROM HURON AVENUE TO KENNEDY BOULEVARD AS A ONE WAY WEST AND DESIGNATING HURON AVENUE FROM ST. PAULS AVENUE TO BROOKS PLACE AS A ONE WAY SOUTH

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5 ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	Direction	Limits
<u>Brooks Pl</u>	<u>West</u>	<u>Entire length</u>
<u>Huron Av</u>	<u>South</u>	<u>Entire length</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
5. Pursuant to N.J.S.A. 39:4-8 appropriate notice of this traffic pattern change has been provided to the Office of the Hudson County Engineer.

NOTE: All material is new and underscored.

JDS:pc1
(08.28.15)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

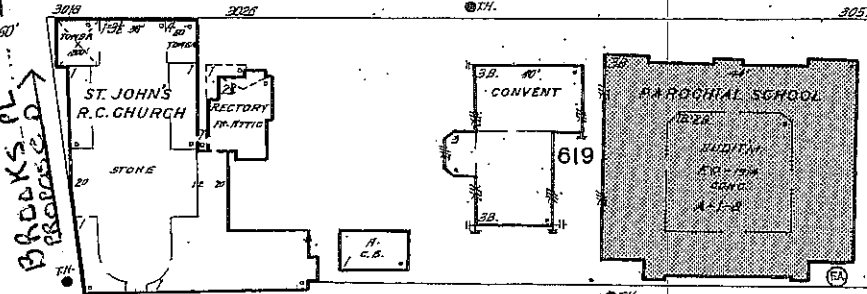
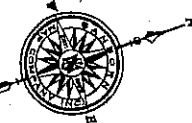
APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

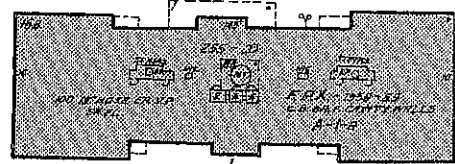
Corporation Counsel

Certification Required ☐
Not Required ☐

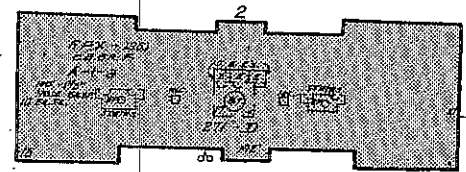
J. F. KENNEDY MEMORIAL BLVD
(HUDSON BLVD WEST)



PROPOSED HURON AV.



593A



ST. JOHNS CONDOMINIUMS

ST. PAUL'S AV.



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

July 21, 2015

Thomas DeGise
County Executive
583 Newark Avenue
Jersey City, NJ 07306

County Executive DeGise:

The City of Jersey City proposes to make the following changes to City streets within 500 feet of Hudson County road Kennedy Blvd.:

1. **Change Huron Av. from two-way to one-way south**
2. **Change Brooks Pl. from two-way to one-way west**

The purposes of these changes are to alleviate longstanding congestion and pedestrian safety issues related to the Golden Door Charter School at 3044 Kennedy Blvd. The changes are being made after extensive consultations with residents and business owners in the surrounding area.

Currently, Huron Av. and Brooks Pl. are closed three times during school days to accommodate entrance, recess, and dismissal at the Golden Door Charter School. The proposed changes will eliminate the need for these daily closures. Consequently, the City believes the proposed changes will improve the flow of traffic in the area.

Additionally, these changes will restrict cut-through traffic turning right onto Brooks Pl. from Kennedy Boulevard to access St. Pauls Av. and Route 139. As a result, these changes will increase pedestrian safety in the area, which in addition to, the school is the location of a large senior citizens' building north of St. Pauls Av.

Finally, Huron Av. and Brooks Pl. are side streets with minimal traffic, used mainly to access Golden Door Charter School and the two high-rise residential buildings on Huron Av. The City's engineering staff believes these changes will have minimal effects on Kennedy Blvd. and its intersections with Brooks Pl. and St. Pauls Av.

For these reasons, the City asks that the County waive requiring the City to conduct a traffic study for the described changes and allow the City to proceed in implementing these changes.

Thank you,

Douglas Carlucci
Aide to the Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

CC:

Abraham Antun, Hudson County Administrator
Demetrio Arencibia, Hudson County Engineer
Mark Albiez, Jersey City Chief of Staff
Robert Kakoleski, Jersey City Business Administrator
Stanley Huang, Jersey City Engineer
Joao D'Souza, Jersey City Division of Traffic

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING BROOKS PLACE FROM HURON AVENUE TO KENNEDY BOULEVARD AS A ONE WAY WEST AND DESIGNATING HURON AVENUE FROM ST. PAULS AVENUE TO BROOKS PLACE AS A ONE WAY SOUTH

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

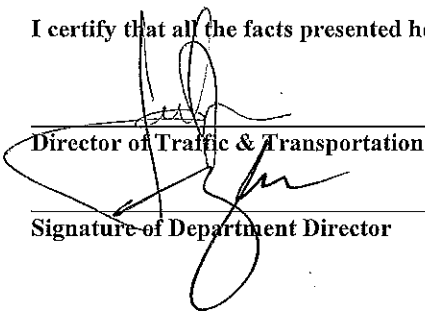
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

DESIGNATING BROOKS PLACE FROM HURON AVENUE TO KENNEDY BOULEVARD AS A ONE WAY WEST AND DESIGNATING HURON AVENUE FROM ST. PAULS AVENUE TO BROOKS PLACE AS A ONE WAY SOUTH

The change in traffic pattern on these two roadways will eliminate the daily school street closures for the Golden Door Charter School; improve traffic circulation in the area, increase pedestrian safety at the school and at the intersection of Huron Av & St. Paul's Av, where a Senior Citizen Complex is located on the north side of St. Paul's Av and will prohibit the cut-through for motorists northbound on Huron Av to east on to St. Paul's Av to access State Highway 139.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

8/28/15

Date

9/2/15

Date

City Clerk File No. _____ Ord. 15.124

Agenda No. _____ 3.C _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.124

TITLE: ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MOBILITIE, LLC D/B/A NYFI TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND IF NECESSARY TO INSTALL UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

WHEREAS, Mobilitie, LLC d/b/a NYFI ("Mobilitie"), 2220 University Drive, Newport Beach, CA 92660 is a telecommunications carrier authorized to provide services by the New Jersey Board of Public Utilities ("BPU") and the Federal Communications Commission ("FCC"); and

WHEREAS, Mobilitie has requested that the City of Jersey City ("City") grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

WHEREAS, Mobilitie agrees to execute this forty (40) year Use Agreement as set forth in Section 8 of this Use Agreement; and

WHEREAS, Mobilitie agrees to pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Mobilitie's Project as set forth in Section 7 of this Use Agreement; and

WHEREAS, Mobilitie agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to Mobilitie to occupy said public rights-of-way within the City for this purpose; and

WHEREAS, the granting of such consent is and shall be conditioned upon Mobilitie's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

WHEREAS, Mobilitie agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this

Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
THE CITY OF JERSEY CITY THAT:**

1. Non-exclusive consent is hereby granted to Mobilitie to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of forty (40) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;
 2. The within granted permission is conditioned upon Mobilitie's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance; and
 3. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
-
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR
8-28-15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF- WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MOBILITIE, LLC D/B/A NYFI TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND IF NECESSARY TO INSTALL UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Mobilitie, LLC is a telecommunications carrier authorized to provide services by the New Jersey Board of Public Utilities ("BPU") and the Federal Communications Commission ("FCC"). It provides cell phone service in areas where cell phone service is not available. Mobilitie has requested that the City grant it permission to construct and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing and maintaining a telecommunications system. Mobilitie agrees to execute a forty year Use Agreement and will pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Mobilitie's Project.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Not applicable

Forty Years

Type of award

Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Rolando Lavarro, City Council President and City Council Members

CC: Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

DATE: August 31, 2015

SUBJECT: Ordinance authorizing the execution of a Rights-of-Way Use Agreement between the City of Jersey City and Mobilitie, LLC d/b/a NYFI

This ordinance authorizes the City of Jersey City (City) to execute a Rights-of-Way Use Agreement with Mobilitie, LLC d/b/a NYFI (Mobilitie). Mobilitie is a telecommunications carrier authorized to provide service by the New Jersey Board of Public Utilities and the Federal Communications Commission. It provides cell phone service in areas where cell phone service is not available. It has requested the City's permission to construct and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing and maintaining a telecommunications system.

The City Council must vote on the ordinance in order to avoid being in violation of the Federal Telecommunications Act of 1966 (Act), 47 U.S.C.A. §151 et seq. 47 U.S.C.A. § 253(a) of the Act preempts state and local laws and regulations that expressly or effectively prohibit the ability of an entity to provide telecommunication services. The only exception to the preemption is 47 U.S.C.A. § 253(c). It preserves the authority of a municipality to manage its public streets. The types of activities that fall within the sphere of appropriate management of the public streets by a municipality include coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and keeping track of the various companies using the public streets to prevent interference with them. See, Illinois Bell Telephone Co. v. Village of Itasca, 503 F. Supp. 2d. 928, 239-941 (Dist. Il. 2007).

The Rights-of-Way Use Agreement contains the City's standard management provisions for the use of its public streets by a telecommunications company. Mobilitie agrees to comply with all of the City's management provisions.

RIGHTS OF WAY USE AGREEMENT

THIS RIGHTS OF WAY USE AGREEMENT ("Use Agreement") is dated the __ day of _____, 2015 (The "Effective Date"), and entered into by and between the City of Jersey City ("City"), a New Jersey Municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and Mobilitie, LLC d/b/a NYFI ("Mobilitie"), with offices located at 2220 University Drive, Newport Beach, CA 92660.

RECITALS

WHEREAS, Mobilitie is a telecommunications carrier authorized to provide services by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS, Mobilitie has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

WHEREAS, Mobilitie agrees to execute this forty (40) year Use Agreement as set forth in Section 8 of this Use Agreement; and

WHEREAS, Mobilitie agrees to pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Mobilitie's Project as set forth in Section 7 of this Use Agreement; and

WHEREAS, Mobilitie agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to Mobilitie to occupy said public rights-of-way within the City for this purpose; and

WHEREAS, the granting of such consent is and shall be conditioned upon Mobilitie's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

WHEREAS, Mobilitie agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this

Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Mobilitie hereby agree to and with each other as follows:

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities
- b. "Mobilitie" is the grantee of rights under this Use Agreement and is known as Mobilitie, LLC d/b/a NYFI, its successors and assigns.
- c. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in constructions and use.
- g. "Utility Poles" means poles with associated anchors and supports, if any, owned by Mobilitie and poles owned by others upon which Mobilitie has the right to attach telecommunications facilities.

Section 2: Grant of Consent.

The City hereby grants Mobilitie its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining telecommunications facilities, subject to the mutual covenants and obligations as set forth in this Use Agreement.

Section 3: Public Purpose.

It is deemed to be in the best interests of the City and its citizenry, for the City to grant consent to Mobilitie to occupy said public rights-of-way within the City for this purpose.

Section 4: Project Description and Notice to and Approval of City

Mobilitie will be installing antennas and related telecommunications equipment on existing utility poles, as well as utility poles to accommodate such antennas and telecommunications equipment, if and where necessary. Any construction to be undertaken for the purposes described herein shall require prior notice by Mobilitie to the City. Mobilitie shall fully describe the construction to be undertaken in plans and specifications submitted to the City,

and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

Section 5: Scope of Use Agreement.

Any and all rights expressly granted to Mobilitie under this Use Agreement, which shall be exercised at Mobilitie's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons on a non-discriminatory basis, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Mobilitie a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Utility Poles and Underground Conduit, which shall be the sole responsibility of Mobilitie to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits Mobilitie to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or Underground Conduit owned by public utility companies or to be constructed by Mobilitie located within the municipal rights-of-way, and as may be permitted by the public utility company or property owner, as the case may be.

Section 6: Compliance with Ordinances

Mobilitie shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted.

Section 7: Municipal Costs

Mobilitie agrees to pay to the City \$750.00 to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to Mobilitie's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, Mobilitie agrees to pay the City's reasonable administrative expenses that the City incurs.

Section 8: Duration of Consent and Termination of Agreement

The non-exclusive municipal consent granted herein shall expire forty (40) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Mobilitie ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of Mobilitie to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

Section 9: Indemnification

Mobilitie, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Mobilitie's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Mobilitie's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor Mobilitie shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

Section 10: Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Mobilitie at:	Mobilitie, LLC ATTN: Legal Department 2220 University Drive Newport Beach, CA 92660
To the:	Municipal Engineer City of Jersey City 13-15 East Linden Ave Jersey City, New Jersey 07305
With a copy to:	Corporation Counsel Jersey City Law Department City Hall 280 Grove Street Jersey City, New Jersey 07302

Section 11: Liability Insurance

Mobilitie shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Mobilitie shall file Certificates of Insurance with the City with endorsements evidencing the coverage provided by said liability and excess liability policies.

The City shall notify Mobilitie within fifteen days (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of Mobilitie's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 12: Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13: Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14: Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 15: Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16: Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17: Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Mobilitie, LLC d/b/a NYFI

Witness

City of Jersey City

Witness

Robert Kakoleski
Acting Business Administrator

Robert Byrne
Municipal Clerk

City Clerk File No. Ord. 15.125

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.125

TITLE:

AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AMENDING ORDINANCE NO. 10-085 OF THE CITY FINALLY ADOPTED JULY 14, 2010, PROVIDING FOR THE ACQUISITION BY THE CITY OF REAL PROPERTY IN THE CITY AND THE CONSTRUCTION OF VARIOUS IMPROVEMENTS THERETO AND APPROPRIATING \$7,700,000, THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$7,333,300 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE CITY OF JERSEY CITY TO FINANCE THE SAME.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section A. Bond Ordinance No. 10-085 of the City of Jersey City, in the County of Hudson, New Jersey, finally adopted July 14, 2010 (the "Prior Ordinance"), is hereby amended in full to read as follows:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the City of Jersey City, in the County of Hudson, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$7,700,000 (representing no change from the appropriation made therefor in the Prior Ordinance), said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$53,000 appropriated by the Prior Ordinance as the initial down payment for the improvement or purpose required by the Local Bond Law. The Prior Ordinance anticipated the receipt of grants in the total amount of \$6,600,000, consisting of (i) a grant in the amount of \$1,600,000 from the State of New Jersey, Department of Environmental Protection pursuant to the Green Acres Program, (ii) a grant in the amount of \$3,500,000 from the Port Authority of New York/New Jersey, (iii) a grant in the

amount of \$1,000,000 from the Hudson County Open Space Fund, and (iv) a grant in the amount of \$500,000 from the New York/New Jersey Baykeeper), which grants are no longer anticipated. Accordingly, the sum of \$313,700 is hereby appropriated as a supplemental down payment for the improvement or purpose. The initial and supplemental down payments have been made available by virtue of provision in the capital improvement fund in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,333,300 (representing a decrease of \$313,700 from the \$7,647,000 authorized by the Prior Ordinance) pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The improvement hereby authorized and the purpose for which the bonds are to be issued is (1) the acquisition by the City of real property and the improvements thereon known as the Harsimus Embankment Park and Greenway Project, including, but not limited to, approximately eight parcels of land, including two grade-level parcels and six stone embankments, identified on the tax maps of the City as Block 212, Lot M, Marin Boulevard to Manila Avenue, Block 247, Lot 50A, Manila Avenue to Erie Street, Block 280, Lot 50A, Erie Street to Jersey Avenue, Block 317.5, Lot 50A, Jersey Avenue to Coles Street, Block 354.1, Lot 50A, Coles Street to Monmouth Street, Block 389.1, Lot 50, Monmouth Street to Brunswick Street, Block 415, Lot 50 (also known as Lot 50.PL), Brunswick Street to Newark Avenue and Division Street and Block 446, Lot 18A, Newark Avenue to just west of the New Jersey Turnpike, (2) the acquisition by the City of such additional property as may be necessary to link the properties described in clause (1) above to the national freight rail network, expected at the locations known as National Docks Secondary and/or CP Waldo, (3) the rehabilitation, replacement and/or reconstruction of all or a portion of the rail facilities located or previously located on the properties described in clauses (1) and/or (2) above, which may include, inter alia, one or more switches and trestles together with new or replacement rail, and (4) the establishment of open space for active and/or passive recreation by the public, and including all rights and interests therein and all work, materials and services necessary therefore or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 years (representing a reduction from the 40 years stated in the Prior Ordinance.)

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,333,300 (representing a decrease of \$313,700 from the \$7,647,000 authorized by the Prior Ordinance), that the net debt of the City determined as provided in the Local Bond Law is increased by \$7,333,300 (representing a decrease of \$313,700 from the \$7,647,000 authorized by the Prior Ordinance), and the obligations authorized herein will be within all debt limitation prescribed by that Law.

(d) An aggregate amount not exceeding \$950,000 (representing an increase of \$450,000 from the \$500,000 authorized by the Prior Ordinance) for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) The City reasonably expects to commence acquisition and/or construction of the project described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant moneys received for the purpose described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated

to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section B. After passage upon first reading of this bond ordinance, the City Clerk is hereby directed to publish the full text of the bond ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING BOND ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The City Clerk is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this bond ordinance.

Section C. After final adoption of this bond ordinance by the Municipal Council, the City Clerk is hereby directed to publish the full text of this bond ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF BOND ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19.

Section D. This ordinance amends Bond Ordinance No. 10-085 of the City finally adopted July 14, 2010. Any inconsistencies shall be resolved by reference to this amending ordinance. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section E. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by Section C hereof and the Local Bond Law.

APPROVED AS TO LEGAL FORM

APPROVED: *Donna Hauer, City*

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AMENDING ORDINANCE NO. 10-085 OF THE CITY FINALLY ADOPTED JULY 14, 2010, PROVIDING FOR THE ACQUISITION BY THE CITY OF REAL PROPERTY IN THE CITY AND THE CONSTRUCTION OF VARIOUS IMPROVEMENTS THERETO AND APPROPRIATING \$7,000,000, THEREFOR, AND PROVIDING THE ISSUANCE OF \$7,333,300 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE CITY OF JERSEY CITY TO FINANCE THE SAME.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This ordinance is required to change the purpose of Ordinance 10-085. As indicated in Section 3, the purpose for which the bonds are to be issued: (1) the acquisition by the City of real property and the improvements thereon known as the Harsimus Embankment Park and Greenway Project, (2) the acquisition by the City of such additional property necessary to link the properties to the national freight rail network, (3) rehabilitation, replacement, and/or reconstruction of all or portion of the rail facilities, (4) establish open space for the active and/or passive recreation by the public.

The sum of \$313,700 (Capital Improvement Funds) has been appropriated as a supplemental down payment for the improvement as a result of the loss of grant funds. The increase in appropriation is permitted under N.J.S.A 40A:2-20. This ordinance is not requesting the issuance of new bond and notes. The only fiscal impact is the added down payment in the CY2015 budget appropriation.

I certify that all the facts presented herein are accurate.

August 20, 2015